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## AROUND THE LAKES.

### CLEVELAND.

Captain Ira Owen of Chicago paid a visit to this port yesterday.

In the loss of the propeller Jarvis Lord 938 tons of Cleveland tonnage goes out of existence.

The repairs to the schooner Camden will be made at the Globe Drydock. Work has already been commenced

Messrs. W. H. Radcliff and C. E. Benham on surveying the schooner Camden found her damages to be $5,732.54.

The schooner C. H. Burton, which was repaired on Smith's boxes, took on some new rigging at Grover & Son's.

Schooner W. E. Crossthwaite, which collided with schooner Camden at Churches Bend, arrived yesterday minus a topmast, jibboom and yard.

The announcement last week that tug owners had advanced rates of towing, which have been made up on a new basis, is attracting much adverse criticism.

The tug Gladiator is not exactly an ark, but Captain Swartwood has a beautiful, varigated fawn, white and bay, aboard which he obtained while at Escanaba last week.

The sidewheel steamer Dairus Cole is drawing near completion. Her wheel house and cabins are on and she presents a fine appearance. It is thought that she will run as fast as any body's boat. Captain Cole admires her very much every day.

The steamyachts May Lily and Permelia, were here with pleasure parties. The statement was made that the Permelia was on her way to New York, and when there would put in a new boiler and then try a race with the new but already famous yacht Stiletto.

The tug Gladiator, Captain E. Swartwood, arrived at this port Wednesday morning. She brought down schooners Thomas Gawn, M. S. Bacon, C. C. Barnes, Parsons all ore laden from Escanaba. The Gladiator will take up to Lake Huron schooners Three Brothers and Wagstaff, and return for the first mentioned schooners to tow through to Escanaba.

The passengers on the steamer Pearl Monday evening were permitted to view a fire in the lake, the burning of the frame work of the waterworks crib, which had been saturated with oil and fired for the purpose of assisting the work of tearing it down. which has been going on for some weeks, in order to rebuild with improvements, necessary to supply the greater consumption of water since the presidential election.

At Globe Drydock the schooner Havana got a new piece of keel aft, some new plank in her bottom, her bottom and keel box calked, and refastened all over. The steamer Kasota had her stern bearing fixed, some new brasses and her main deck calked. The schooner Thomas Quayle had a leak stopped and her bottom recalked; and schooner S. H. Foster had her bottom recalked.

Whatever else may be said of "going rates" on the lakes, the port of Sandusky has a sufficiently high rate for towing, too high to leave the vessels which may have the good fortune to make that harbor any margin of profit. The rates charged, as shown by bills to a certain vessel owner at this port, are four cents per ton for towing in and three cents per ton for towing out. This seems small enough at first sight, and very shrewdly put by the tug owner in that shape, but when figured out, as in the case of a vessel which arrived there with about 1,000 tons of ore and left with 1,050 tons of soft coal, covers the snug sum of $71.50. Of this amount, $40 is demanded as the bill for towing in and $31.50 for towing out when the latter sum is good big money for the whole service as freight rates now are, to say nothing of the $40.—*Leader.*

### BUFFALO.

*Special to the Marine Record*

The Union Steamboat Co. has removed its offices into the building recently leased by it on the southeast corner of Main and Dayton streets.

Receipts by lake last week included 49,240 barrels flour and 2,078,230 bushels grain, mostly wheat. By canal were shipped 1,441,670 bushels grain. Coal shipments by lake for the week were 61,180 tons, and for the season they are 743,650 tons. For the corresponding period last year they were 754,760 tons.

The freight steamer George T. Hope, Captain O. W. Green, Engineer John Smith, made the run from Duluth to Buffalo, with 75,400 bushels of wheat in 103 hours and 50 minutes, including all stops, the quickest trip between these points ever made by a freight steamer. She takes coal from Ashtabula to Lake Superior.

The tug Champion arrived here on Sunday with her large raft in good shape. It is destined for Tonawanda.

The lumber cargo of barge Alice Richards, consisting of 403,000 feet, was transferred to the docks in four hours and fifteen minutes.

The Lake Carriers' Association is gaining much strength. Regular meetings will be held every Thursday until further notice. The board of directors, consisting of twenty-one influential owners is now full and represents Cleveland, Detroit, Chicago Milwaukee, Bay City, Duluth and Buffalo.

The steamer Hiawatha cleared for Duluth on Saturday with 2500 tons of coal.

The line steamers recently laid up here could not stand the pressure and are fast being placed for coal to Chicago and Milwaukee.

It is thought that the Western Elevating Co. will extend the time for low storage rates on grain from the 15th inst. to the 1st of September.

Several changes have been made in the Lehigh Valley line. Captain Michael Dunahy, master of the steamer R. A. Packer was transferred to command the H. E. Packer, vice Captain Redmond Prindiville. Captain P. McFarlane, who has been first mate of the Oceanica for the past two seasons, was given charge of the R. A. Packer, Dennis Driscoll, second mate of the Oceanica, has been promoted to first mate.

The tug John Martin of the Moffat line, which brought down the wheat laden schooner J. Prentice, cleared on Saturday with schooner Angus Smith, coal laden for Chicago and schooner Prentice, which will be dropped off at Port Huron. Captain John Moffat is now master of the Martin, Captain C. F. Moore having been appointed master of the Saginaw.

Captain Eber Ward of Detroit was here yesterday. He has been figuring with the Dimicks to charter the propeller Oneida to run in his Green Bay line instead of the Keweenaw, which is to be withdrawn in a few weeks. Nothing, however, has yet been completed in the matter. The Oneida has long been laid up at Milwaukee. I.

### SAND BEACH.

On Friday morning, while the wind was blowing a furious gale from the northwest, the passenger propeller Saginaw Valley, bound up, was driven on Crane Point Reef, about one mile south of this port. Her passengers were awakened by the shock, and the greatest consternation prevailed. In response to the steamer's signal of distress the Sand Beach life saving crew went to her assistance, and by shifting the cargo succeeded in releasing her about daylight. The propeller then came in here to make repairs. So far as can be seen the only damage sustained was to her rudder.

### STURGEON BAY.

The schooner Lillie May ran ashore on the 18th near Hedgehog harbor and is reported a bad wreck. Her captain engaged the tug Jessie Spalding to go to her assistance.

### CHICAGO.

*Special to the Marrine Record.*

The steambarge George Dunbar, of Cobb's line, is much improved in appearance by her new coat of paint.

Captain W. G. Phelps, of the steambarge Emma E. Thompson, reports having picked up a skiff off Milwaukee on the morning of the 13th. On a piece of an envelope found on board the skiff was written in a good, plain, bold hand: "Tired of life, no money, no friends; good-bye all.

JIM MORLEY,
Aug. 12. Boston, Mass.

Captain Phelps took the skiff into Milwaukee and found the owner, who stated that he let out the skiff to a young man on the evening of the 12th, and as he did not return he went out on the lake to look for him, but could not find either him or the skiff.

The propeller Scotia, Captain McDougall, collided with the schooner Ralph Campbell, Captain C. P. Carlson, in the river Sunday morning about 9 o'clock. The Campbell was going down the river light in tow of the tug Ferry, and just as she was going through the north draw of State street bridge, the Scotia was coming up the river and intending to go through the same draw, came into collision with the schooner, whose jibboom and headgear were carried away, and her bowsprit damaged, and the Scotia got her bow, on the port side above the main rail, badly stove in and damaged to the extent of some $200. The captain of the tug was the first to signal for the north draw of the bridge, but the captain of the Scotia claims that the north draw, being the starboard side, he was entitled to pass through it.

Captain David Dall's schooner, John Bean, jr., sank in the cut in the mouth of the river at Muskegon Sunday night. It is reported from Muskegon that she struck the north pier when she was being towed in by a tug. Captain Dall left Chicago for Muskegon Tuesday morning to look after his schooner and get her raised.

F. Green, deputy collector of customs at this port, returned Monday from Lake Superior, where he had spent a very pleasant vacation for a couple of weeks.

A lighter, containing about 100 tons of coal, arrived Tuesday morning from the wreck of the schooner Jamaica. J. S. Dunham hopes to recover about 400 tons of the Jamaica's cargo by the aid of his splendid coal pump.

At Miller Brothers' dry docks the scow Martha was in for calking and repairs; the schooner Elgin for considerable new plank on her bottom, refastening and recalking; the propeller Lawrence for repairs to stern bearing and to have her wheel tightened; propeller Minnesota to have her stern bearing fixed and rudder repaired; the tug Gertrude for a new wheel; the schooner Norman got a new mizzen boom and new cathead; the tug Welcome a new wale strake; the propeller Scotia part new bow and some new upper deck.

Captains Rounds and Keith made a survey of the schooner Elgin, recently ashore north of Racine, brought here last week by the tug Morford, and placed in one of Miller Brothers' dry dock. They found her bottom in a bad condition.

At the Chicago Dry Dock Company's the schooner H. G. Cleveland was in for recalking all over on the outside and some new pointers aft; the schooners Reed Case and John Marks and steambarge Hickox to have leaks stopped; the scow Annie Tomine had her topsides calked; tug E. P. Ferry a new rudder; the schooner Ralph Campbell a new jibboom; the steam canal boat had her wheel tightened at the derrick; the schooner G. S. Andrews got a leak stopped; the scow South Haven for calking; the schooner Bay State got a new bowsprit; the schooner Annie Dall a new cathead; the steamer John A. Dix and schooners Kate Lyon and G. M. Neelon some repairs.

The Chicago life saving crew, commanded by Captain St. Peter, gave an exhibition of the life saving appliances used by them at the lake front, foot of Harrison street. The large self-bailing and self-righting life-boat was upset and filled, but she righted and bailed herself almost immediately, amid the applause of the numerous spectators, who appeared to be much pleased with the performance of the crew and their splendid boat.

Saturday afternoon the schooner Mary E. Cook, Captain Edward Williams, went on the submerged portion of the government breakwater, but did not get over it as well as she did in the gale of 1883, when she jumped the breakwater itself, and sustained only slight injury to her rudder. This time she required the services of a tug to pull her off.

The schooner J. F. Tracy, a relic of early days on the lakes, was sold by the United States marshal for $260.

The steambarge Berrien arrived Sunday night from Muskegon in charge of B. Simons, the mate. Captain R. Phillips, her commander, having been taken suddenly ill on Saturday at the latter port.

The new propeller A. Folsom and consort, the schooner Favorite, arrived at this port Tuesday with lumber from Ashland, their first visit to Chicago.

The propeller City of St. Joseph, Captain Lyon, took a party of about 400 excursionists to Milwaukee Saturday night, returning to Chicago early Monday morning, giving the party a full day in Milwaukee for $1 the round trip.

Owners and masters of vessels have come to the conclusion that they will no longer put up with the exorbitant charges made by the Lumber Shover's Union for unloading their vessels at this port, and a petition is being numerously signed to effect a means whereby that union shall be abolished or their charges made reasonable.

The propeller Jarvis Lord, Captain Richard Neville, bound from St. Ignace to Chicago with ore, sprung sleak between the Manitous in the gale of Sunday, the water gaining so rapidly that the pumps could not free her, and she was headed for Glen Haven. Her course had barely been altered when the engineer reported that water running through the cargo had found lodgment around the head of the engine, and as it carried with it a lot of fine, gritty particles from the ore, the latter soon got into the crank of the shaft and completely disabled the engine. The boat was then drifting helplessly down the passage, receding from land, which Captain Neville had hoped to reach before she filled and sank. After battling vigorously with the water in the hold to no purpose, it was apparent that the steamer could not be saved, add all hands left her in the small boats, waiting at a safe distance until she sank, stern first, in forty-five fathoms of water. It is said that Captain Neville remarked when he saw the hull disappear, "There goes my new stem," which was put on recently at the Globe dry dock. Captain Neville arrived at Chicago yesterday. The crew will arrive in port to-day on the propeller Lawrence, from Frankfort. Captain Neville is unable to account for the disaster beyond a mere surmise that some seam became opened or some plank dislodged while the Lord was laboring in the heavy southwest seas. She would have been saved but for the accident to her engine, which disabled her and left her to drift at the mercy of the gale. The Lord was owned in Cleveland by Messrs. Moore & Bartow, Harvey Brown, J. Fitzpatrick, and the captain, R. Neville. She was built at Marine City by Morley in 1872, was 938 tons, classed A2½, and valued for insurance at $32,000. She was insured for $23,795 in the hull pool, and the cargo was also insured. WILLIAMS.

## MARITIME LAW.

**INSURANCE—TOTAL LOSS AND GENERAL AVERAGE—VOLUNTARY STANDING FOR PURPOSE—ABANDONMENT.**

*United States District, Court E. D. Michigan.*

This was an action upon a policy of insurance upon the steamer Manitoba, whereby the plaintiff was insured in the sum of $10,000 against total loss and general average only. Nov. 6, 1883, the steamer left Port Arthur upon Lake Superior, bound for Sarnia, and in the course of her voyage reached the harbor of Southampton on Lake Huron Nov. 11. The wind was then blowing from the southwest. On arriving at the harbor she bore toward the north breakwater, got out her moorings, and laid alongside the breakwater. About half past 8 o'clock the wind suddenly veered to the northwest, and came down in a terrific gale, which increased to a hurricane, and caused the steamer to part her moorings and drift into the harbor. Both her anchors were dropped and the cable of the small anchor parted. The steamer then dragged her large anchor with full scope of chain, and dropped away to leeward, and, with the aid of her engines, was held from going on the beach till about 4 o'clock the next morning, when her large anchor chain parted. She was then run inside the breakwater, and, to save her from going ashore, the end of her large hawser was gotten away at once. All her lines were then gotten out on her starboard side and made fast to piles, which held the steamer for about an hour and a half, when a terrific blast from the northwest struck her with such force as to part her lines and tear away her starboard side and stanchions from the gang to her stern. To save her from being totally wrecked and lost the steamer was then voluntarily stranded on the inside of Chantry Island. So fierce was the storm that it threatened to carry the steamer away from the place where she was stranded, and the full force of her engines was needed to keep her from drifting off. The storm continued, with but little intermission, for about eight days. To prevent greater loss and damage to the steamer from pounding on the gravel bottom, she was scuttled where she was stranded. The place was rocky and dangerous, and she suffered large damages by reason of pounding and rolling upon the rocks and boulders after she was stranded. On or about Nov. 13 the passengers to the number of sixteen were removed. The steamer was without cargo, except 160 barrels of salt fish, which had been taken on board at some port on Lake Superior, and which were also removed at the same time, and landed at Southampton. The steamer was unable to free herself, and the assistance of a wrecking tug and steam pumps was required for the the purpose. Efforts were made as promptly as possible by the plaintiff to rescue and care for the steamer, and considerable expense was incurred in such undertaking.

The underwriters were immediately notified of the stranding of the steamer, and sent their agent with a wrecking tug and pumps for the purpose of relieving her. Upon the arrival of the insurance agent, he co-operated with the master of the steamer in the work of attempting to rescue her, and continued his efforts in co-operation with the master and crew of the steamer until about November 30, when he left her, and informed the plaintiff of his intention of leaving her in her then stranded situation until the next spring. The steamer was left there until about June 1, when she was finally gotten off by the aid of certain tugs, steampumps, and pontoons employed by the underwriters, and brought to the port of Detroit, where she was still lying in a wrecked and damaged condition till after the commencement of suit. The steamer was valued in her policies at $36,000, and was insured at the time of her loss in the sum of $30 850. The above facts were all stipulated in writing. Upon the trial of the case it was shown that no offer was made by the insurance companies to repair the damages suffered in consequence of the voluntary stranding, or to pay the cost of such repairs, but she was tendered back to the plaintiff in her damaged condition after she had been repaired sufficiently to keep her afloat. December 18, and after the efforts to rescue the steamer that season had ceased, Mr. Beatty, the president of the plaintiff corporation, after protesting against her being left on the beach during the winter, addressed to each of the insurance companies the following letter:

Dear Sir: The steamer Manitoba of the Northwest Transportation Company (limited) was insured in your company in May last against total loss and general average, fire clause excepted. She had to be beached in the harbor of Southampton during the storm of the 11th and 12th of November, or in the morning of the 12th, and still remains there, during which time efforts had been made to take her off but without success. Before Mr. Riordon, your general agent, left for another wreck, he advised me of his intention to leave the steamer Manitoba there until spring. To this I gave my distinct refusal, stating that she must be got off this fall, and that I was prepared to pay my proportion of the expense. An offer was obtained from Mr. Murphy, of Detroit tha he would furnish a complete outfit for taking the steamer off for $500 per day, or $10,000 under a guaranty to take her off or no pay, which offer was refused by your agent, and ordered the steamer to be laid up in opposition to my instructions to proceed and take the steamer off. Regarding her as a wreck I accordingly abandoned her to the insurance companies' agents, and now notify you that I have abandoned the steamer to you. Yours truly, J. H. Beatty,
Prest. N. W. Trans. Co. (Limited.)

There was also testimony tending to show that there was a mortgage on this vessel given July 14, 1884, to James H. Beatty, president of the company, which was still outstanding and unpaid, to the amount of about $70,000, at the time the proofs of loss were served.

Brown, J.

Defendant insured the Manitoba against total loss and general average. The stipulation expressly shows that the steamer was voluntarily stranded on Chantry Island to save herfrom total loss. The liability of the defendant for its proportion of the general average expenses incurred by reason of the stranding was admitted, but it was assumed that such liability was limited to the cost of getting her off, taking her to Detroit, and to such repairs as were necessary to keep her afloat. The insurers having performed this much of their undertaking, she was surveyed and tendered back to her owners. No offer was made to repair the damages occasioned by her stranding, or to pay the cost of such repairs, the company taking the ground that all permanent repairs were a particular average, for which under their policy, there was no liability. There was no attempt made to separate the damages received before the stranding, which consisted of the loss of "her mooring lines, and the tearing away of her starboard side and stanchions from her gang to her stern," from the much more serious damage she incurred by her being "scuttled, and pounding and rolling upon the rocks and boulders," after she was run ashore.

Repairs rendered necessary by a peril of the sea are ordinarily treated as a particular average, for which the companies would not be liable under a policy of this description; but where a vessel has been voluntarily run ashore to save her from a total loss, we understand that all the damages thereby occasioned, including the expense of repairs as well as of getting her off, are the subject of a general average contributation. We have considered the case of Fowler & Rathbones as decisive of this point.

The testimony in this case tended strongly to show that the expense of releasing and repairing this steamer would have exceeded 50 per cent of her value, and hence that the insured had the right to abandon her except so far as such right might be restricted by the particular terms of the policy, providing "that the insured shall not have the right to abandon the vessel, in any case, unless the amount which the insurers would be liable to pay under an adjustment as of a partial loss shall exceed half of the amount insured." A similar clause was construed by Mr. Justice Matthews, in Wallace v. Thames & Mersey Ins. Co., to authorize the owners to abandon when the amount of repairs (less one-third new for old,) added to the expense of raising the vessel and taking her to a port of safety, exceeded half her agreed value. This, however, was said in a case where the vessel was accidently stranded and wrecked by a peril of the sea, and the decision was put upon the ground that the expense of getting her off was not strictly general average. If the same rule were applied to a case of voluntary stranding, the right of the owner in this case to abandon would be clear; but we are inclined to think that this case falls rather within the ruling of Reynolds v. Ocean Ins. Co., recognized by Judge Matthews, in which it was held that where a vessel is voluntarily stranded, the expense incurred, in getting her off was to be considered as coming without the principle of general average, and to be adjusted as a general average, and not as a partial loss; and hence that the same could be included in the estimate of damage in determining whether the insured was authorized to abandon.

We do not find it necessery, however, to express a decided opinion upon this point, as the right of the plaintiff to recover as for a total loss was put upon the ground that defendant, by its conduct was shown to have accepted the abandonment, and is, therefore, precluded from insisting that the circumstances were not such as authorized the plaintiff to abandon. There is no doubt that an underwriter may, by his conduct make himself liable for a constructive total loss when there is no right to abandon, and no intent on his part to accept the abandonment, and even an express refusal to accept it. If he takes possession of the vessel for the purpose of raising, repairing and returning her to the owner, he is bound to proceed with diligence. Thus, in Copelin v. Insurance Co., the underwriters took possession of the vessel to raise and repair her, but did not tender her back to the owner for more than six months after she was injured, nor make the repairs so thorough as to amount to a complete indemnity. Mr. Justice Strong, speaking for the court said:

"In holding longer than was necessary for making repairs, they must be regarded as acting not as insurers, but as owners; for they had no other authority than that of owners for their failure to return within a reasonable time. Their action was, therefore, a substantial recognition and acceptance of the abandonment of which they had been notified, for in no other way had they become owners. On no other theory can this delay be considered lawful.

Counsel for defendant distinguished cases from the one under consideration in the fact that the underwriters took possession of the vessel for the declared purpose of raising and repairing her, before restoring her to the owners, while in this case it is claimed there is no evidence of an intention to repair, the companies undertaking only to raise her and then tender her back to the plaintiff. But if it be once established that the companies were bound to repair or pay the expense of repairing the damages occasioned by the voluntary stranding, we think that having taken possession of the vessel for the purpose of raising her and tendering her to her owners, they were bound to go on and complete their undertaking. As observed by Mr. Justice Miller, in Copeland v. Security Ins. Co.: "The conditions of these policies, supported by the law, require that the vessel, when tendered, should have been in such a condition that the plaintiff, when receiving her, should have full indemnity for all the injury which was covered by the policy." In that case the vessel was insufficiently repaired, and it was insisted by the defendant that, inasmuch as the plaintiff did not point out to them the defects, he was bound to receive the boat, make the necessary repairs, and look to a future action at law to reimburse him the expenses; at all events, that he could not recover the full value of the vessel by refusing to receive her, until he did point out the deficiencies of which he complained, and give the defendant an opportunity to supply them; but the court held plaintiff justified in refusing to receive the vessel. The claim in this case is substantially the same, viz., that the plaintiff was bound to receive back the vessel when tendered, and look to an action at law against the company to reimburse it for the expense of repairs. But if the underwriter may not tender her back imperfectly repaired, may he make such tender after she is gotten off and temporarily repaired? We think not. Having taken possession of her under an obligation to indemnity the owner for the entire loss occasioned by the voluntary stranding, we think the company must be conclusively presumed to have acted with the intention of doing their whole duty in that regard, and that they cannot discharge themselves of any portion of their obligation. Had the stranding been accidental, and the repairs a particular (and this was evidently the assumption of the companies) the plaintiff might have been bound to take the vessel back; but, under the circumstances, the tender could not be made without at least an offer to pay the cost, of such repairs as were rendered necessary by her stranding.

It is true that in the Massachusetts cases the court found that the underwriter took possession with the intention of raising, repairing, and restoring the vessel to the owners, but this intention only became material, if at all, by reason of the clause in the policy that the acts of the insurers in recovering, saving, and preserving the property insured should not of themselves be considered, as it had formerly been, an acceptance of the abandonment; the courts adding the proviso that due diligence be used in this connection. A reference to the cases in the order of their date is instructive as showing the origin of the clause in question. The earliest cases arose out of the wreck of the Argonaut, in March, 1821. In this case the ship went upon the rocks, suffered much damage, and was abandoned to the insurers. The companies caused the vessel to be taken from the rocks, and, having made certain repairs on her, offered to restore her to the plaintiffs. The plaintiffs contended that the vessel had not been sufficiently repaired, nor within a reasonable time, and the expense of the repairs would exceed 50 per cent. of her value. One of the companies was sued by libel on the admiralty side of the district court of Massachusetts; another was sued in the State court. In the first case Mr. Justice Story held: First—That the owners had the right to abandon under the circumstances, even if the injury was less than half the value. Second—That in estimating the half value there was not to be a deduction of one-third new for old, as in case of partial loss; that the half value which authorized an abandonment was half the sum which the ship, if repaired, would be worth after repairs made. Third—That the underwriters had no right to take possession of the ship either to move her or to repair her without the consent of the owners; that these acts of taking possession, etc.; after the abandonment, were, in point of law, an acceptance of the abandonment, since the underwriters could not be justified in them, except as owners of the property. In the other case, against another company, the Supreme Court of Massachusetts held that the underwriters might take possession of the ship, and repair her, and, if the repairs were made for less than half the value, might restore her to the assured; but unless the repairs were made within a reasonable time the insurer forfeited his right to return her, and should be considered as having accepted the abandonment.

In consequence of the decision of Mr. Justice Story, the policies were amended so as to provide that the acts of the insured or insurers in recovering, saving, and preserving the property should not be considered a waiver or acceptance of the abandonment; and that the insured should not have the right to abandon in any case, unless the amount which the insurers would be liable to pay, under an adjustment as of a partial loss, should exceed half the amount insured. The effect of the first amendment was considered by Mr. Justice Shaw in the case of Reynolds vs. Ocean Insurance Company, which was twice before the Superior Court, of Massachusetts. It was argued in this case that whether the acts done by the insurers toward saving the property were done promptly and actively, or tardily and negligently, could make no difference; and that, whatever was the character of such acts, they were protected by the policy from being regarded as evidence of an acceptance of the abandonment. Supposing this view to be correct, still taking possession of the vessel for another and distinct purpose is not within this provision in the policy. The act is qualified by the intent and purpose with which it is done. If done solely with a view to save the property the underwriters were at liberty to do such acts or not as they should see fit, and do them in their own time. If done with the intent to repair and restore the vessel, then it was to be done with reasonable diligence and dispatch, on peril of making the vessel their own, by taking her into custody. The learned judge here appears to make a distinction between acts done with the view simply to save the property, and similar acts done with the view not only of saving the property but of restoring it to its owners. The language used in this opinion is not entirely clear. There could be no other purpose in getting the vessel off except "to save the property." If done to save the property for themselves and the property is actually taken by the underwriters, they would undoubtedly be held to have accepted the abandonment. If done to save it for the owner, they are equally liable, unless they proceed with diligence. In this view we find it difficult to perceive how the intent with which the act is done can be decisive of the rights of the parties. We should say that they would depend rather upon what was actually done than upon the intent with which it was done.

The whole law upon the subject may be summed up as follows: When an insured vessel is stranded and abandoned there are three courses open to the underwriters: They may accept the abandonment and pay for a total loss; they may allow the vessel to lie on the beach and insist that there was no right to abandon; or they may elect to raise and repair her (if bound to repair) and if they can do this for less than half her valuation, they may return her to her owners, and thus avoid paying for a total loss; but in so doing they must act promptly, that the owners may be re-possessed of their property without unnecessary delay.

The object of the clause in this policy was to present the mere act of taking possession and rescuing the property being treated as *ipse facto*, an acceptance of the abandonment. The companies wished to reserve the right to raise, repair, and restore the vessel within a reasonable time. But in the Peele case it was held that they were not at liberty to touch her in any way without being held as accepting the abandonment. The policies now not only give them the right to interpose to recover the vessel, but in case the owner should do this, and then refuse to repair, the underwriters may then, after recovery, cause the same to be repaired for account of the insured; but, having once made their election to raise the vessel, we do not understand that they are at liberty to stop short of full performance, or to tender her back to the owners without complete indemnity for the loss. In this view of the law, as the facts herein stated were undisputed, there was no question for the jury, and they were properly instructed to return a verdict for the plaintiff.

Certain exceptions were taken to the form of the abandonment, which, we think, are untenable. The policy requires the abandonment to be in writing, signed by the insured and delivered to the company; and that it shall be efficient, if accepted, to convey to and invest in the insurers an unincumbered and perfect title to the subject

abandoned. The abandonment in this case is contained in a letter of December 13, signed by the president of the plaintiff corporation. Under the circumstances, we think this act was in the scope of his authority, and that his signature as president indicates sufficiently that it was the act of the corporation. It is true the president held a mortgage upon the steamer in his individual capacity, and that the title of the plaintiff was incumbered to the extent of this mortgage at the time the abandonment was made, but we think that Mr. Beatty, in signing the abandonment as president, would be estopped to set up his individual mortgage against the insurance company.

The motion for a new trial must be denied.

### A STEAMBOAT OWNER'S EXPERIENCE.

A steamboat owner was explaining how he happened to change captains on the Comet. Said he:

"I came down on her from Port Huron, and as we reached the city I says to the captain:

"'Better drop in at the foot of Rivard Street and let me off.'

"'My first landing is the copper dock, three miles below,' he answers.

"'But this is my boat, and I want her to land where I said.'

"'But I'm captain, sir, and she goes to the copper dock.'

"'Starboard,' says I to the man at the wheel.

"'Port,' says the captain.

"I rung the bell for the engineer to slow down, and the captain rung for him to go ahead at full speed.

"'Captain Comas, has the owner of a steamboat no rights?' I asked.

"'Lots of 'em on shore, but none on the water,' says he.

"'I'll discharge you the moment we land.'

"'Very well, but don't get sassy, me boy; I have 20 minutes to serve yet."

"With that I starts to take the wheel, and in five minutes I was in arms as a mutineer, and I went ashore with the handcuffs on."

"But you discharged him?"

"Oh, yes."

"And is the new captain any better?"

"Well. I dunno, I never dared tackle him.—*Detroit Free Press.*

As a result of the conference between the parties to the contract, Secretary Whitney has directed government officers to take possession of the unfinished cruisers Boston, Chicago, and Atlanta and continue their construction in Mr. John Roach's shipyard. This is regarded as a move toward rehabilitating the navy yards.

The limits of the port of Sarnia have been defined by the government and made to include the whole of the bay, and William Fergus Taylor has been made harbor master.


## FOR SALE OR EXCHANGE.

ENGINE—The undersigned offers for sale or exchange an engine 34x36, low pressure, with boiler and connections. The engine is in good shape. Will trade for barge or tug. T. CURRIE, Port Huron, Mich.


## LAKE SHORE & MICHIGAN SOUTHERN.

Commencing Sunday, June 28 1885, at 12 o'clock noon the time given in the figures below is the new standard (Ninetieth meridian) time, which is thirty-three minutes slower than Cleveland time proper.

| Eastward. | Arrive | Depart. |
|---|---|---|
| No 4, Fast Limited Express | *2 55 A M | *3 05 A M |
| No 8, N Y, B & A Express | *8 20 A M | *8 45 A M |
| No 26, Elyria Accommodation | †7 45 A M | ..... |
| No 35, Buffalo Ac'm via Sandusky | †10 30 A M | †10 50 A M |
| No 35, Toledo Accom via Norwalk | †10 30 A M | †10 50 A M |
| No 12, N Y & B Fast Express | *2 20 P M | *2 45 P M |
| No 2, Night Ex via Norwalk | 9 40 P M | †10 00 P M |
| No 22, Night Ex via Sandusky | †9 40 P M | ..... |
| No 26, Conneaut Accommodation | †4 25 P M | ..... |

| Westward. | Arrive. | Depart. |
|---|---|---|
| No 1, Fast Limited Express | *12 15 A M | *12 25 A M |
| No 23, Mich Express via Sandusky | *2 15 A M | |
| No 3, Chicago Express via " " | ‡6 05 A M | 6 30 A M |
| No 25, Mich Accom Norwalk | ..... | †6 30 A M |
| No 21, Toledo Ex via Norwalk | †12 50 P M | †3 30 P M |
| No 5, St Louis Ex via Sandusky | *10 30 A M | *10 40 A M |
| No 9, Chi Pac Ex via Norwalk | 6 15 P M | *6 45 P M |
| No 31, Elyria ac to Elyria only | ..... | †4 30 P M |
| No 27, Conneaut Accommodation | †8 10 A M | ..... |

Sunday train for Nottingham—Depart 8:15 a. m. and 1:45 p. m.; returning, leave Nottingham at 8:50 a. m. and 3:45 p. m.

Reference marks—* Daily, † daily, except Sunday, ‡ daily, except Monday.

A local Cleveland and New York sleeper daily on No. 12, leaving Cleveland at 2.45 p. m.; arrive Grand Central depot, New York, 10 30 a. m.

For full information as to trains and connections apply at the Union ticket office, corner Bank and Superior streets, under Mercantile Bank.


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The passenger equipment of this New Trunk Line is all new and is supplied with the latest appliances necessary to safe speedy and comfortable travel.

Trains leave and arrive at the Union Depot, Van Buren street, Chicago, and N Y, L E & W R'y depot at Buffalo.

Following is the time in effect June 28, 1885, and until further notice:

| EASTWARD. | Arrive. | Depart. |
|---|---|---|
| Buffalo Accommodation | *10 40 A M | *10 45 A M |
| Chicago Accommodation | *9 02 P M | ..... |
| Local Freight | *11 45 A M | *12 15 P M |
| WESTWARD. | Arrive. | Depart. |
| Chicago Accommodation | ..... | *6 45 A M |
| Fostoria Accommodation | *4 46 P M | *4 51 P M |
| Local Freight | *12 20 P M | *12 50 P M |

ROCKY RIVER ACCOMMODATION.

Depart—*7:45 a. m., *1:35 p. m., ‡10.50 a. m., ‡5.45 p. m., ‡1.35 p m.

EUCLID ACCOMMODATION.

Depart—*6 24 a. m., *9:10 a. m,. *5:05 p. m., ‡8 45 a. m., ‡12.15 p. m., ‡4 25 p. m.

*Daily except Sunday. ‡Sunday only.

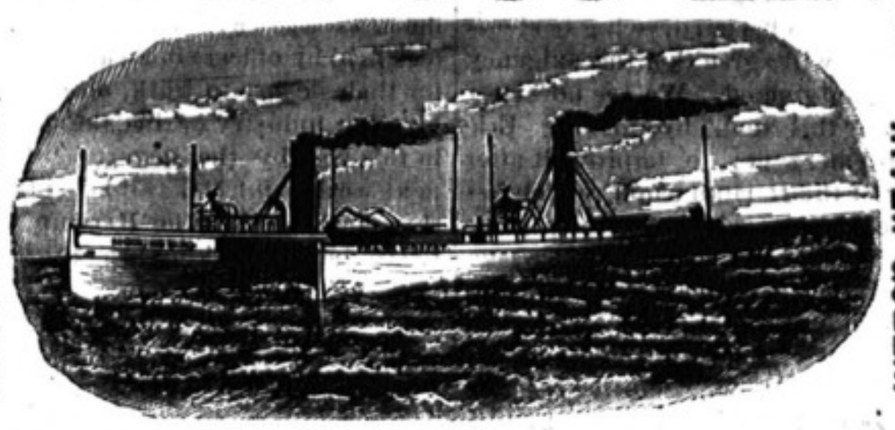
Through tickets to all points are on sale at principal offices of the company at LOWEST RATES for any class of tickets desired. Baggage checked to destination

For information, call on nearest agent of the Company, or address B. F. HORNER, Gen'l Passenger Agent,

LEWIS WILLIAMS, General Manager. Cleveland, O.

# MOFFAT TUG LINE.

TUGS. MOCKING BIRD, JOHN MARTIN, FRANK MOFFAT,



TUGS. ADMIRAL PORTER, KITTIE HAIGHT, RIVER QUEEN.

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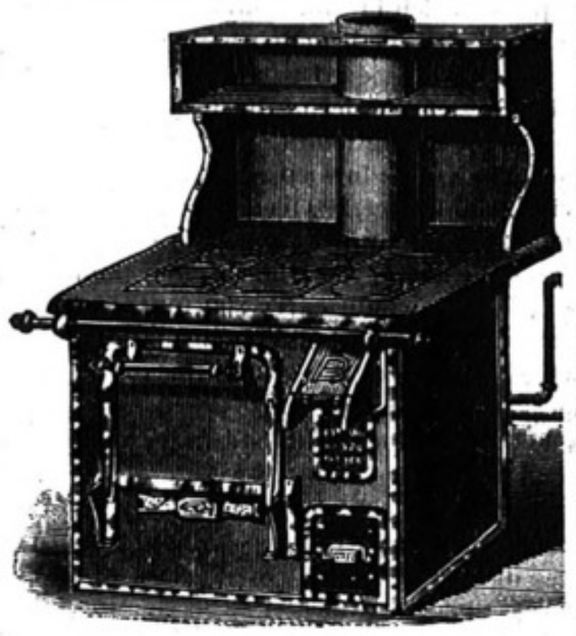
## Steam Pumps, Hawsers and Divers to Let.

JOHN CORNWALL, Supt., Port Huron, Mich. | A. N. MOFFAT, Prest., Ft. of Shelby-st., Detroit, Mich

## BORN'S
## WROUGHT STEEL RANGES
FOR STEAMBOATS,
**Hotels & Restaurants.**



Born's Wrought Steel Range, 9x24, has one oven 24x24, and 15½ inch high has 6 9-inch boiler holes; top cooking surface, 3 feet 4 inches, by 2 feet 7 inches.

No. 9x26 Wrought Steel Range has one oven 26x26 and 15½ high, has 6 9 inch boiler holes, top cooking surface 3 feet 10 inches by 3 feet.

No. 9x26 Range has 10 9 inch boiler holes Size of ovens 26x26 inches each. Top cooking surface 6 feet by 3 feet.

No. 9x18 double oven range has 8 9 inch holes. Size of ovens 18x26 inches each. Top cooking surface 5 feet by 3 feet

These are durable well made ranges, adapted to Vessels, Hotels and Restaurants SEND FOR PRICES. F. & H. BORN, Cleveland, O.


### OFFICIAL NUMBERS AND SIGNAL LETTERS.

TREASURY DEPARTMENT, BUREAU OF NAVIGATION, WASHINGTON, August 11, 1885.

*To the Editor of the Marine Record:*

Following is a list of merchant vessels of the United States to which official numbers and signal letters were assigned by the Bureau of Navigation, Treasury Department, during the week ended August 8, 1885:

| Official Number. | Signal Letters. | Rig. | Name of Vessel. | Tonnage. Gross. | Net. | Home Port. |
|---|---|---|---|---|---|---|
| | | | SAIL VESSELS. | | | |
| 126,310 | ..... | Sc. | C. G. Par in, | 6 02 | 5.72 | Apalachacola, Fla. |
| 126 311 | ..... | Cat. | Carola, | 5.66 | 5 38 | Patchoque, N. Y. |
| 120,622 | K D C T | Sp. | Frederick Billings, | 2628.93 | 2497 43 | Rockport, Maine. |
| 140,778 | ..... | Sc. | Louisa A. Glade, | 29 39 | 28.30 | Manistee, Mich. |
| 116,058 | ..... | Sc. | S. J. D. Wilson, | 33.80 | 32 11 | Baltimore, Md. |
| | | | STEAM VESSELS. | | | |
| 3,326 | ..... | St s. | Bertie, | 94.30 | 59.10 | Auburn, Pa. |
| 3,328 | ..... | St. s. | Bond Cnrrier, | 94 86 | 66.63 | Bridgeport, Conn. |
| 91,783 | ..... | St. p. | Maude, | 191.26 | 101.50 | Evansville, Ind. |
| 116,059 | ..... | St. y. | Sybilla, | 71.31 | 35 67 | Philadelphia, Pa. |
| 145,412 | ..... | St. p | Tenafly, | 134.28 | 96.27 | New York, N. Y. |
| 116,057 | K D C S | St. s. | Starbuck, | 2157.46 | 1548.41 | do |
| | | | UNRIG'D VESSELS. | | | |
| 46,342 | ..... | C. Bt. | John C. Thompson, | 101.60 | 96 61 | Ticonderoga, N. Y. |

JARVIS PATTEN, Commissioner of Navigation.

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## SUMMER TOUR

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T. F. NEWMAN, Passenger and Freight Agt., Cleveland, Ohio.

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SECOND HAND MARINE BOILER, in good order; Shell, 7-16 inch iron plate; diameter, 9 feet 6 inches, length, 18 feet; 129 tubes 4 inches in diameter, 11 feet 4 inches long, three flues 18 inches diameter; two flues 16 inches diameter, two flues 10 1-2 inches diameter; fire box, 6 feet long, 4 feet high; steam chimney, 7 feet high

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1885. Steamers of the above line 1885.

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|---|---|
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| LEAVES DETROIT | LEAVES DETROIT |
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# The Marine Record.

**Published Every Thursday at 144 Superior Street, [Leader Building.]**

## A. A. POMEROY, Editor and Proprietor.

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Articles, letters and queries on all subjects are solicited.

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Entered at the Post Office at Cleveland as second-class mail matter.

CLEVELAND, OHIO, THURSDAY, AUGUST 20.


### *THE CANAL CONVENTION.*

Much interest is being manifested throughout the country in regard to conventions, or the assembling of delegates for the purpose of finding and advancing the best modes of improving our waterways, the lakes, rivers and canals. A convention is now in session in Utica considering different methods whereby the Erie canal may be improved so as to accommodate the ever increasing commerce of the west and enable that canal to continue, as in the past, to successful compete with the railroads; and a convention is called to meet in St. Paul September 8, in the interest of the Upper Mississippi River.

While these movements, in favor of the Erie canal and Mississippi river are both proper and wise at this time, it should be evident to the people interested in lake navigation that there should be a lake port convention and it should be brought about at an early day. The next Congress promises to be a long and hot one and unless systematic action is taken to bring before it the needs of lake commerce in the early days of the session the appropriation bill for the improvement of our waterways is likely to suffer the same fate that it did last session. While the convention in St. Paul in the interest of the Upper Mississippi will not, in the perfection of their plans, be antagonistic to lake harbors and rivers, it does not profess a desire to advance those interests and consequently will not represent them, nor will it give voice to any a policy that will look toward their improvement; therefore it is apparent that a lake port convention, if the lakes are to receive the attention they deserve must be held.

As every action that tends to improve and make more efficient the Erie canal advances the prospects of improvement of lake navigation the two system being natural allies against the railroads, the convention in session at Utica will be watched with interest by lake people, and it is to be hoped that the convention will come to the wise conclusion to improve Erie canal, not only for the benefit of New York state at large but also for the good of the lake shore and for western states. As the Erie canal, with its limited facilities and short locks, has thus far successfully competed with all parallel railroads, so can it continue to do in case the necessary enlargement is made to meet the demands of the times, and Engineer H. Seymour, Jr., who had made thorough examination, thinks it would be to the aggrandizement of the state if it would at once enter upon this improvement and estimates that the material of the present locks can be moved eight feet at a very moderate expense, thus giving the increased width desired. It has been urged by Mr. Seymour that the state should make these improvements rather than wait on the dilatory action of the general government, and it is not apparent to the writer why there is not a more fruitful argument to that end now, with our greatly increased traffic, for the state to do it than there was in 1810 when the first commissions were appointed by the legislature to examine and survey the route from Lake Erie to the Hudson river, and the subsequent action, which resulted in the completion of the canal. There is no sentiment in trade. Business goes where it can be done the cheapest and with the best dispatch. No one will doubt that the recent action of the Welland canal management and the Canadian Parliament in reducing tolls on that waterway will have the effect of drawing business from Erie, and will agree that the exigency should be counteracted. We see no better way of doing this than by making Erie equal to the emergency, to improve it after the manner of the Raritan canal, which has demonstrated its capacity to accommodate even masted sea vessels, for the free passage of which pivot bridges are erected the entire length of the canal, forty-four miles, although we do not advocate the use of Erie by masted lake vessels. The locks on the Raritan are 220 feet over all and the smallest 24 feet wide. This is somewhere near the dimensions recommended for the improvement of Erie by David Bell, of Buffalo, in the Express of that city and addressed to the convention. Mr. Bell says, and his views are full of human logic, that "The boats running on the canal are necessarily limited in size to the dimensions of the locks, and it is to the enlargementof the locks that I would especially direct the attention of the convention—and this I think can be accomplished, and at the same time an additional depth of water of two feet acquired, at an expense which I think would be little in comparison with the benefits thereby attained.

"With this view I would recommend the widening of one tier of the present locks to 25 feet, and lengthening them to 200 feet or more, so as to allow a propeller 24 feet wide, with good fender, 200 feet, and 11 feet deep—which are the proper proportions of a steamer for the canal, the Hudson, and the lakes. Such a boat would carry 800 tons, or 26,600 bushels of wheat, or 28,600 bushels of corn—which is more than three of the present canal boats can carry.

It built of steel, with steam power and a good model, such a boat would make four miles an hour with one foot of water under her bottom, and five miles an hour with two feet of water under. Such class of boats would have no difficulty in navigating the canal, running four or five miles an hour, and would be much easier than the present boats running at the rate of less than two miles an hour. A boat of the size and proportions I have stated could be built complete at a cost not to exceed $30,000, and would have no difficulty in making the round trip to New York in less than fourteen days, and thirteen or fourteen trips during the season. When unloaded at New York the boat could run up the Hudson to Rondout, load coal there at a profit at 35 cents per ton free on and off to Buffalo, and with that, and the grain from Buffalo to New York at two cents per bushel, the boat would make some money.

"The improvement on the locks and canal I have mentioned could be done at once, and at a cost not at all extravagant for the people of this great state, and if it should be deemed advisable to lengthen the locks above 200 feet for every foot longer, the boat would be enabled to carry five tons additional."

The eminent representatives who are to deleberate on the policy of New York regarding the future of the Erie canal give us confidence to say that it will be a wise one and that they will, without delay, place that canal on a footing to sustain the prestige it has always had in its competition with the railroads, as it has assisted materially in adding to the wealth of the great state of New York and in furnishing cheap transportation from the lakes to the seaboard.

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If reports are true the rivalry of Philadelphia passenger steamers for patronage has advanced to a desperate point. It is said, with some color of truth, that dynamite or gunpowder was placed on the steamer Samuel J. Felton on Tuesday morning, and exploded, by the agent of a rival line. The steamer had over 200 people on board and about a dozen were severely injured. While it is possible that the miscreant did not attempt to murder 200 people the fact that they were not all killed is not due to any precaution he took against such an exigency and he should have such justice as a murderer deserves.

---

The Lake Superior News tells a good yarn about Captain John Campbell of the tug Alice Campbell. "A crew of men were ashore rafting logs and it became necessary to move the tug further up the point and the captain rang the bell to go ahead, but the engineer had gone ashore to pick blue berries, so the captain rushed into the engine room and started up, but he thought a little too fast, so instead of slowing up he sprang to the pilot house and gave the correct signal to go slower, and ran back to the engine and slowed her up all right. He could do nothing with the engine unless the signals were given by the Captain."

---

E. W. Gould, ex-president of the National Board of Steam Navigation, will make an effort at the next session of Congress to influence the passage of a law to refund license fees paid by officers of steamers in the past for their license to work, on the theory that no other industry of this nature was taxed in this way by the government. We will next week print Mr. Gould's proposition to those interested. The Record would like to see the undertaking brought to a successful issue.

---

The Lake Carriers' Association has decided by resolution that it will place on its letter heads, beside other explanatory matter regarding the organization, the assurance that it will not "attempt to control or regulate freights." This is a point which has caused many owners to hesitate about uniting with the association. This doubt now removed we feel safe in saying that the association will grow in strength and usefulness.

---

In view of the wreck of the machinery of the steamer City of Milwaukee and consequent damages we think it advisable that those who contemplate building steamers contract with lake port firms for their machinery, it being apparent that this mishap was due to inherent defects.

---

Work will be resumed at all the navy yards as soon as reorganization of the forces is completed, orders to that effect having been sent out from the Navy Department. Work has been commenced at the Mare Island and Brooklyn yards.

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James Barnet, publisher of the Coast Pilot, with his usual energy, has issued a supplement to that valuable work, containing corrections and additions made up to the 6th inst.

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Part two of "Rafting on the Mississippi" was received too late for insertion this week. It will be continued in next week's Record.

### NOTICE TO MARINERS.

Notice is given by the Lighthouse Board, that, beginning September 1, a fixed white light will be shown from the end of the breakwater at Grand Marais, Lake Superior. The light should be seen in clear weather from the deck of a vessel a distance of twelve and one quarter statute miles. A fog bell struck by machinery will be sounded, giving a double blow at intervals of thirty seconds during thick and foggy weather.

Notice is also given that beginning September 1, a fixed red light of the fifth order will be shown from the lighthouse recently erected on the north pier, at the entrance to Charlevoix harbor, Lake Michigan. This light should be seen a distance of nine and three-fourths statute miles.

---

The lumber shipment from Alpena the past week was by twenty-one vessels as follows: To Chicago, 2,300,000 feet of lumber, 7,000 railway ties, and 1,500 telegraph poles; to Cleveland, 1,028,000 feet of lumber, 500,000 of lath, and 800,000 shingles; to Buffalo, 995,000 feet of lumber and 14,000 cedar posts; to Sandusky, 694,000 feet of lumber, 759,000 of lath, and 400,000 shingles; to Detroit, 350,000 feet of lumber; to Toledo, 250,000 feet of lumber; to Vermillion, 150,000 feet of lumber Total week's shipments of lumber 4 857,000 feet.

[*Around the Lakes Continued from 1st Page.*]

#### MILWAUKEE.

*Special to the Marine Record.*

The steamer City of Milwaukee was towed into Milwaukee on Friday afternoon by the steambarge Wm. Edwards, her engine being a complete wreck. When thirty miles off this port, the walking beam of the engine broke above the hurricane deck, and the connecting rod crashed through from the hurricane to the main deck, a distance of 30 feet abaft to the engine room, smashing furniture and everything it came in contact with in the cabin. The damage to the boat and furniture is $25,000. Everything about the engine, with the exception of the steamchest and front, is in pieces, including the cylinder and condenser. The damage to the engine is estimated at $15,000. The Milwaukee had sixty passengers, who were awakened by the terrible crash, and rushed with life preservers and in their night clothes from their staterooms into the escaping steam and darkness. The Edwards responded to her signals of distress, but on account of the heavy sea had difficulty in picking her up. The accident will probably lay the Milwaukee up the remainder of the season, and the Wisconsin has taken her place. A flaw in the iron is attributed as the cause or the accident. She will likely be repaired by the Detroit Dry Dock Company.

#### DETROIT.

*Special to the Marine Record.*

The United States steamer Michigan arrived here Saturday noon and took anchorage in the offing opposite Eighth street, her first appearance this season. She is in better trim than on any former occasion, notwithstanding her constant service for forty-one years. Her first commander was Commodore Stephen Champlin, who served under Commodore O. H. Perry in the memorable battle of September 10, 1813. The present officials are: Commander, John J. Read; executive officer, Lieutenant John J. Hunker; lieutenants, Corwin P. Rees and J. M. Bowen; ensign, G. R. Clark; surgeon, Charles U. Gravatt; paymaster, Thomas D. Hoxey; chief engineer, Albert F. Dixon; pilot, Abraham Louch. There are ninety-eight seamen, besides a marine squad of eighteen men in charge of Sergeant August Gaeckler. Her armament consists of four 30 pounder breech-loading rifle parrot guns, two 24 pounder smooth bore guns, one 3-inch rifle howiter, one 12-pounder howitzer, and one Gatling gun, with small arms sufficient to equip a landing party of fifty men. Originally the Michigan was pierced for sixteen guns, and carried two 62-pound Paixhan guns, one forward, the other aft. She is now en route to the Sault, and will doubtless visit Lake Superior after a brief stay here.

A report reached here a few days since that the schooner W. G. Emery, of Port Burwell, had met with a disaster at Rond Eau, and had sent to Buffalo for assistance, but up to this writing nothing further is known.

The tug General McClellan, which has been out of commission for some time past, and moored at Springwells, sunk probably from weather exposure, and was raised by the tug Winslow. She was built at Ashtabula in 1862 by E. Lockwood, and was first commanded by Captain J. M. Lundy, and is yet in a fair condition, having been twice rebuilt.

The lightship located off Grosse Point, Lake St. Clair, was moved from its position a few nights since by a passing raft, but has since been replaced.

The tug Kittie Haight, of Moffat's line, on Tuesday released the Canadian steambarge Pilgrim and consort from Bar Point, where they had stranded Monday night during thick weather, both laden with coal.

Dock thieves continue making their perennial visits on board vessels to gather whatever they can lay their hands on. Sometimes they abstract money from the captain's desk, yet in such instances they do not make much of a haul. On Monday night they boarded the schooner Canton. The cabin was locked, and it is stated that all hands were ashore. The vessel was at an elevator partly loaded for Buffalo, and with her supplies for the trip on board, a large portion of which were taken. It would be good policy for vessels to keep a night watch in port, whether the crew were on or off, and there would be less of this infamous business going on. It was so in earlier times, why not now?

Since the reduction of towing rates by tug owners, tugs are regaining their former prestige in vessel towing, and the practice of towing vessels from port to port, it is probable, will be considerably diminished, or at least it should be. Vessels by sailing through the lakes and tow only through the rivers when compelled to would materially reduce their expenses and tug owners realize a saving.

The tug Winslow, of Grummond's line, lies at her wharf equipped with a complete wrecking outfit for sudden emergencies.

The steamer Chief Justice Waite, which makes an excursion trip from Toledo to Detroit on Thursdays of each week, has brought fare rates down to a low figure, presumably to compete with the steamer Evening Star, which plies daily on the route. The Waite advertises to convey excursionists for 25 cents the round trip, and if there is any growling a good square meal will be thrown in besides. The Star, however, arrives with full loads at the usual fare of $1, and does not seem to scare worth a cent. Meanwhile the people of Toledo and thereabout are enjoying the fun, except in the event of getting left at Detroit, when they have to fork over half a dollar to return by the Star, which seventy-five of the Waite's passengers took advantage of the last trip here.

The dull times among vessels has resulted in a large number of seamen leaving the lakes for the seaboard, yet the supply is equal to the demand for the time being.

Captain Charlie Hearn, who has sailed out of Cleveland for lo these many years, and for some time retired from the lakes,

put in an appearance at this port Thursday looking as sprightly as ever, in charge of the schooner Rival, which he has recently purchased. Although somewhat silvered by years, time has gently borne him along, and it is hoped many years are yet in store for him.

The captain of the schooner George C. Finney, which loaded and cleared for Buffalo on Friday night, refused to sign the bill of lading therefor, claiming that by his tally he was short one draft of 300 bushels. The grain was taken on at elevator B.

The schooner Owasco took on a cargo of shiptimber at this port and sailed for Ogdensburg Friday.

The schooners Persia and Arctic have just arrived with cedar posts from Georgian Bay.

The schooner F. M. Knapp, which took a cargo of 25,000 bushels of wheat from here for Buffalo, fell short 42 bushels on her arrival at that port. It was taken on at the Wabash elevator.

The scow Trader was seized a few days since at Wyandotte for smuggling, and was sold on Friday by the customs authorities to Moses Bell, of this city, for $37 at auction.

The crib recently sunk on Colchester reef will be marked at night by two fixed red lights, elevated sixteen feet above water, forty-five feet apart vertically, east southeast, and west northwest from each other, and visible five miles from all points of approach. The lightship, which is moored about 500 feet northeast by east from the crib, will be continued in her old position till further notice. A depth of 18 feet of water will be found within 800 feet in any direction from the crib.

Granger Seymour's boat house, situated at 412 Guoin street, this city, was damaged $1,000 by fire a night or two since.

The schooner Franz Sigel, after discharging a cargo of coal at this port Thursday, cleared light for Black River, O., to lay up until better times.

The steamer Saginaw is temporarily plying between Detroit and Port Huron in the place of the steamer Ward, the latter having gone into dry dock to receive some attentions.

Rafting through the lakes continues at about the usual rate destined to various points, but chiefly to Buffalo or Tonawanda. The tug Balize cleared Monday for Buffalo with a raft containing about 2,000,000 feet.

Frank Kirby, of the Detroit Dry Dock Company, and S. S. Taylor, of Fletcher Bros'., New York, left Monday evening for Milwaukee to hold a survey on the damaged steamer City of Milwaukee.

The United States Marshal of this district seized on Monday the schooner William Young, which arrived here from Lake Huron with a cargo of lumber. The claim is for tow bills. During the course of the day the captain of the vessel promptly settled the demand.

The propeller Smith Moore arrived here Monday for repairs. It will be remembered that on the 9th inst. she stranded on an island in Lake Superior, resulting in the loss of part of her keel aft and also her forefoot, requiring a new one. She is now in the Detroit dry dock, and her repairs are being rapidly pushed forward.

Large quantities of lumber and such products pass this way from Georgian Bay, which is taken through to Buffalo, some to Lake Ontario, while an occasional cargo is landed at Windsor.

The vessel Dauntless, which was transformed into a theatrical show and stationed at Sandwich Point, is attracting crowds nightly as well as afternoon, and is well patronized. The Detroit, Belle Isle and Windsor ferry steamers make half hour trips to that point, besides accommodating all who wish to visit Belle Isle and other attractions.

The weather in this locality for some days has been delightfully cool, and the travel by steamers on various routes unequalled. The steamers of the Lake Superior Transit Company line are very prompt in their arrivals and departures, and are well patronized by pleasure-seekers visiting that cool region.

The steamer Saginaw is about introducing what might be termed a floating art loan by placing in her main saloon a large number of valuable paintings, to view which no extra charge is made. When she returns to the head of Lake Erie matters will be made lively between Toledo and the Islands, as her accommodations are large and spacious, besides Captain Chris. Moore is a genial fellow, and takes well with passengers.

Thhe steamer St. Magnus, from Montreal for Duluth, and the Acadia, of the same line, for Port Arthur, passed this way on Monday calling at Windsor.

Plans for the deepening of the Welland Canal are now under consideration by the Canadian Government, as a Canadian official informed your correspondent yesterday. Tenders for carrying out the intended improvements, it is thought, will be called for by the close of the year, so that the work will be taken in hand the ensuing winter.

HALL.

### MARINE CITY.

*Special to the Marine Record.*

The steam yacht Permelia, owned by Mark Hopkins, at the city of St. Clair, and celebrated for speed, took her departure from these waters a few days since for New York city, much to the regret of many who have enjoyed frequent rides to and from Detroit It has been stated that on her arrival at that city she will be sold, but on inquiry by your correspondent a different programme is to be carried out. Her visit to that port is to undergo some alterations by a larger boiler and more powerful machinery, with a view of increased speed and accommodations.

There are more or less shipments of grain going on at Port Huron, and complaints are made that nine out of ten shipments there is a shortage at Buffalo, amounting in some instances to several hundred bushels, and this is also the case, it is alleged, in cargoes discharged at that port. The schooner Mary L. Higgie discharged a cargo of corn there recently, and was short 92 bushels, which the owner had to pay for, and the schooner City of Chicago 224 bushels of corn short, which robbed the vessel of nearly the entire profits of the trip.

Herson's Island, opposite Algonac, which has proved such a detriment to vessels, is as much of an annoyance as ever, and the grounding there of vessels is almost of daily occurrence. The large propeller Avon was the last heard from on that place. The tug Kittie Haight went to her relief, and after several hours hard labor got her afloat.

Captain H. N. Jex began removing the wreck of the barge Dan Allen from Black River on Friday.

H.

### TOLEDO.

*Special to the Marine Record.*

Grain freights quiet at 1½c to Buffalo and Erie. Coal freights steady at 60c to Chicago and 50c to Milwaukee, Duluth, Ashland, Portage, and Marquette.

Schooner Erastus Corning and propeller Iron Chief are at the Columbus dock loading coal for Milwaukee,

Schooners C. B. Benson and W. H. Rounds are at the upper coal shutes unloading hard coal from Buffalo.

Schooner Iron State is at the Columbus dock loading coal for St. Ignace.

Propeller Tempest and tow left here Saturday for Marine City to lay up and wait until better times.

Schooners St. Peter and E. P. Beals have just arrived at the upper coal shutes loaded with hard coal from Buffalo.

Schooners Mary Copeley and Jennie Matthews are here waiting for a charter.

Propellers New Orleans and J. S. Fay are expected here to morrow to load coal for Superior City.

There is strong opposition here in the excursion business to Detroit and Put-in-Bay. Passengers are carried at 25c for the round trip on the steamers Chief Justice Waite and Saginaw. The Evening Star runs daily to Detroit.

J.

### CLAYTON

*Special to the Marine Record.*

The steamer Ontario, steam ferry boats Transit and Armstrong each had a large excursion out of Brockville on Monday.

The United States lighthouse steamer Haze passed down on Tuesday.

The steamers Maud and Island Wanderer had a little race down the river Monday. The Wanderer reached Alexandria Bay about 30 rods ahead.

An effort is being made to purchase the steamers Rothesay and Prince Arthur, and to form a new American line. The new company is to be called the Islands and Rapids Navigation Company. Charles Fisher, of Gananoque, Ont., presents the following statements: Capital stock needed at $1 per share, $60,000; cost of steamers, $55,000; estimated earnings, first season, $40,000; estimated expenses, $30,000; estimated profits, first season, $10,000. The laying up of these steamers has put many a Yankee dollar into Canadian hands, which should not be. Haven't we, as American people, pride enough to have a line of American steamers? And why do the officers of the United States government still persist in giving all the privileges to the Canadians, and let them coast as they please, while if an American boat does any coasting it is snatched baldheaded.

The steam yacht Angler, coming up from Alexandria Bay, the owner being captain and pilot, run on a shoal near Cherry Island on Saturday morning, punching a hole in her bottom and breaking her condenser. They got her into the bay, where she filled, but was pumped out and dry docked for repairs.

B.

### EAST SAGINAW.

*Special to the Marine Record.*

A majority of the mills on this side of the river are now running 10-hours a day, with a reduction of one-eleventh pay, which were the terms agreed upon at the last meeting of the laborers in the Knights of Labor Hall.

The barges Sunbury and Sea Gull, which brought coal to the gas works last week, have both gone into ordinary for the want of loads.

Freight rates are now quoted as follows: Bay City to Buffalo, $1.25; East Saginaw to Buffalo, $1.37½; Bay City to Ohio, $1; East Saginaw to Ohio, $1.12½.

The fine little sloop rig yacht Sine Qua Non, Captain John I. Atkins and his two sons in charge, arrived in the river Wednesday from Petoskey, having come here for the purpose of trading his yacht for the steam yacht Florence, of Long Lake, but in loading the steam yacht the parties who had the job broke some of her planking and the trade was off. After considerable trouble the owners of the steam yacht concluded to sell her and go home. She was purchased by Harry Shaw and others, of this city, thereby enabling Mr. Case, the owner of the steam yacht, to pay Captain Atkins cash for the Sine Qua Non. All parties went home rejoicing at their different bargains."

Lewis D. Sanborn has purchased the entire interest of James Prentice, in the Sanborn & Prentice line, consisting of the following craft: Propeller Oswegatchie, 350 tons; barges H. W. Hoag, 281 tons; J. D. Norris, 262 tons; Lizzie P. Betts, 269 tons, and the new steambarge hull, James H. Prentice. The Record wishes Mr. Sanborn success in his new enterprise.

The barge Golden Harvest, which has recently been rebuilt, is receiving her spars at Hobson's dock.

The trial trip of the finest of pleasure yachts in this vicinity, the N. H. Bruno, was made on Monday afternoon. The Bruno made the run from Saginaw City to Bay City, a distance of about 15 miles, in one hour and five minutes, which time her owner thinks he can lower ten minutes. She certainly is a fast boat, and her owner is very proud of her.

The propeller Abercorn, which was run into recently by the tug Nat Stickney near Marine City, was here during the week and loaded for Oswego.

The steam yacht C. P. Fish, while coming up the river Thursday night with a party of excursionists on board, unfortunately ran upon a boom stick at Cheboyganing Creek, running the boat nearly out of water. The Fish was released after several hours' work.

The steamer L. G. Mason, shortly after leaving her dock on Thursday afternoon, struck a log with her wheel, necessitating her withdrawing from the route. Her place was supplied by the steamer Charles B. Hull.

The propeller Pacific and barge Hattie loaded at Bliss, Brown & Co's mill this trip for Buffalo.

Most of the docks on the river have not been so completely denuded of lumber as they now are for years past, the dock of Backus & Bender, of this city, being completely stripped, and many others are pretty well cleaned off. Since the strike started the manufacture has been curtailed as well as the shipping. But a great body of the forest products has gone out to market. Most every mill at this end of the river is now running, some at 10 hours with the reduction and others at 11 hours with the old pay, and before a great while the hum of the buzz saw will be heard along the Saginaw as usual.

SHAW.

### FRANKFORT.

*Special to the Marine Record.*

The United States hull and boiler inspectors, Dodge and Cowin, were here a few days investigating charges preferred by Captain John Penfield, of tug D. P. Hall, against Captain Charles Sutherland, of tug St. Mary. The complaints are, running without proper lights, not obeying signals or ignoring them; also, that a few nights ago, while the tugs were chasing for a vessel in Lake Michigan, about midnight, the Hall ran into the Mary, and it is claimed that Sutherland opened fire on the Hall, sending several shots into her with his revolver. The Mary at the time had up no lights. Captain Sutherland has made counter charges, claiming that an unlicensed pilot occasionally takes out the Hall in absence of the captain, etc., and the end is not yet.

The propeller Champlain was in port last Thursday, literally loaded down with passengers, every berth, including the officers', was taken, besides the cabin floor being covered with sleepers who had escaped the heated city of Chicago, bound for picturesque Mackinaw and other noted Michigan resorts.

BURMEISTER.

### BAY CITY.

*Special to the Marine Record.*

The tug Witch of the West took the schooner Senator Blood to Tawas and back for a load of lumber on Thursday for one of our planing mills.

The propeller Porter Chamberlain and consorts Ida Corning and Cahoon came in the river Sunday and are loading for Chicago with the exception of the Cahoon, which goes to Erie. The schooner A. T. Bliss, belonging to this tow, was dropped off at Oscoda for Chicago with lumber.

A large fleet came into the river Sunday and Monday, with but few loading so far but all seem to think that better times are not far off, and we all certainly hope so.

A number of barge men are rejoicing at the Tempest and tow being hauled off, they being in ordinary for a while at Marine City, awaiting a rise in freights.

The propellers Passaic and tow, Chamberlain and tow, J. P. Clarke and tow, and Record and tow all came in Sunday.

Mr. Charles Orton, of this city, recently loaded a fleet of vessels at Marquette with lumber, bound south, the combined cargos of which amounted to 1,500,000 feet.

The fire tugs received a large consignment of new hose last week. Manager Armstrong don't believe in rotten hose.

The propeller Saginaw Valley on her last trip up ran on to a rock in attempting to enter Sand Beach Harbor of Refuge, frightening many of her passengers. She released herself after several hours.

The propeller Oswegatchie and consorts, T. H. Cahoon, Lizzie P. Betts, G. D. Norris and H. W. Hoag left the river Monday morning for Buffalo.

The Iron tug Record and consorts Fostoria, Senator Blood, and J. E. Sparrow, left the river Monday bound for Ohio ports.

SHAW.

### DULUTH.

The fastest unloading and loading of cargoes perhaps ever known on the lakes has been accomplish here. Saturday morning, August 15, the large five masted schooner David Dows had on board over 1,800 tons of soft coal, which was unloaded at the Ohio Coal Company's dock, and a cargo of 78,000 bushels of wheat loaded on board of her at elevators "B" and "D," and all accomplished before dark. Over 4,140 tons of cargo were handled in the eleven hours, and the schooner had to go to three docks to accomplish this. It is proper to say here that the boats under the management of Captain Thos. Wilson run on almost schedule time and he or any of his agents can tell within an hour when they will pass the Soo or arrive at their destination.

The Pioneer Coal Company has been organized, and has leased what is called the Blast Furnace docks. From 10,000 to 15,000 tons of coal are now afloat on the way here. The coal company is organized of Buffalo, Duluth and Minneapolis capital in connection with one of the largest coal companies of Buffalo.

### SAULT STE. MARIE.

The News says the Messenger is crowded with passengers almost every trip up.

The Australasia was seized on process from the United States court yesterday at the suit of Louis P. Trempe for damage done to his dock last year.

Captain Martin Blackburn, who is superintending the work of raising the propeller Quebec in the Sault River, thinks that the job is progressing finely in view of the fact that the water is 125 feet deep. It is anticipated that chains will be extended under the vessel this week as two new divers have been employed. They will descend to the bottom of the river alternately, and will remain only long enough to do a little work. For this reason the work promises to be very tedious. S. A. Murphy, the wrecker, is at the Sault watching the progress of the job. Harry Clark, the diver so terribly injured a short time ago while working under the Quebec, has been sent to Detroit for medical treatment.

### MUSKEGON.

Ryerson, Hills & Co. and T. D. Stimson, lumbermen of this city, have sold 2,180 acres of pine, in Missaukee County, estimated to cut 43,000,000 feet, the sum paid being $200,000. It was bought by Mitchell Bros., of Cadillac, who will cut it at their mill there. This land was bought from the government by Ryerson, Hills & Co. and D. Stimson, who each owned an undivided half.

### CHARLEVOIX.

The tug Sea Wing, in taking up nets between Fox and Beaver Island Saturday morning, found a waterlogged and dismantled fishboat, lashed to the thwarts of which were two dead bodies badly bruised about their heads. They were identified here as William Gibson and Ed. Gallagher, fishermen of Beaver Island. They were swamped in the gale of Thursday.

## HISTORY OF LAKE NAVIGATION.

BY J. W. HALL.

*Written for the Marine Record:*

### CHAPTER XXX.

The following disasters, occurring on the lakes during the navigation of 1843, will be found of interest, and contrasting largely to those of latter years and the proportionate tonnage:

January—Steamer Sandusky, burned in Buffalo harbor; afterwards rebuilt and converted into a barge.

May—Schooner John Tyler, ashore at the mouth of Kalamazoo, Lake Michigan; rescued and repaired. Sloop Erie, cargo of flour, capsized on Lake Michigan and a total loss with six lives. Steamer Lord Lydenham and steamer Queen collided in Lake St. Peter; both sank and 15 lives lost; both raised. Steamer Chesapeake lost a deckhand overboard at Detroit, a German, named Lawrence Woods. Steamer James Allen condemned at Buffalo and placed out of service.

June 8—Snow fell at Buffalo three inches on this date. Steamer Huron broke her wheel on Lake Michigan. Steamer Great Western lost a passenger overbord at Milwaukee, named John Smith, a German physician.

August—Schooner Equator, cargo of flour, sunk by collision with steamer Rochester off Conneaut; vessel a total loss. Steamer Illinois lost a deckhand overboard at Cleveland. Steamers Columbus & Great Western collided off Silver Creek, Lake Erie; either damaged $500. Steamer Cleveland and brig Rebecca collided off Silver Creek; both slightly damaged. Steamer Jas. Madison damaged by an unknown vessel on Detroit River to the extent of $300.

September—Schooner Mahala, cargo of corn, ashore near Erie; got off with cargo all damaged. Steamer Constitution broke her engine on Lake Erie and was towed into Erie. Schooner Oneida, light, capsized by a squall on Lake Erie; the crew saved and vessel recovered. Schooner Lodi, by heavy weather, lost a deck load of flour on Lake Erie and her outfit damaged. Schooner South America, cargo of salt, foundered with all hands, six lives, on Lake Erie. Schooner J. G. King, merchandise, ashore near Conneaut, recorded a total loss; crew saved.

October—Ship Superior, partially laden with wheat, ashore and total loss at Michigan City. Steamer Missouri, struck on Point Au Barque, and on reaching St. Clair River, sunk at St. Clair. Propeller Porter, dismasted by a squall on Lake Erie. Schooner Ottawa, cargo of flour, ashore near Detroit River; threw over 215 barrels and got off. Schooner Wyandotte, partially laden with flour, struck a pile and sunk at Detroit; cargo all damaged. Steamboat Kent broke shaft and engine on Lake Erie and was towed to Buffalo. Schooner Albany, cargo of salt and 123 passengers, wrecked at Mackinac. Schooner Savannah, light, ashore at Buffalo; damage, $400. Schooner Drift, ashore in a gale at Manitowoc; released. Propeller Vandalia, ashore at the Manitous, Lake Michigan; released. Steamer Bunker Hill, grounded at St. Clair Flats, and was delayed 50 hours. Schooner H. Roop, cargo of salt, capsized by a squall off Sandusky; cargo all damaged and vessel recovered. Schooner Alabama, cargo of wheat, wrecked at Fairport; a total loss. Brig St. Louis, merchandise and 50 passengers, stranded at Sleeping Bear Lake, Michigan; got off with slight damage. Brig Indiana, cargo of wheat, in heavy weather on Lake Michigan, threw over 1,000 bushels and 200 barrels of flour. Brig Greble, cargo of salt, stranded at Milwaukee and threw over 200 barrels. Schooner Commodore, in heavy weather on Lake Erie, threw over a deck load of flour and damaged in outfit. Schooner Troy threw over a deck load of flour in Lake Erie. Brig Osceola, cargo of wheat, ashore at Southport; got off. Steamer Constellation broke her engine on Lake Erie and reached Buffalo under sail. Schooner Knickerbocker, light, ashore near Conneaut; got off. Propeller Chicago, cargo of wheat, struck a reef near Mackinac and sprung aleak. Schooner Edwin Jenney collided with schooner Clyde at Buffalo; either vessel damaged $300. Schooner Experiment sunk by steamer Huron in the St. Clair River. Schooner Solomon Juneau damaged by heavy weather on Lake Michigan. Schooner H. M. Heine damaged by heavy weather on Lake Erie. Propeller Independence's machinery gave out on Lake Erie, which was subsequently removed and new placed in her.

A rough estimate on the value of cargoes lost on the lakes during the navigation of 1843 was placed at $50,000, and on hulls at $60,000, with the loss of 28 lives. It may be safe to add, however, that the figures on hull and cargo are placed too low.

### CHAPTER XXXI.

The navigation of 1844 commenced at Buffalo March 9, the steamer United States, Captain H. Whitaker, being the first boat to leave, although for several days thereafter the harbor was ice-bound. The United States succeeded in pushing her way through and arrived at Detroit on the 17th, three days after her departure. It was not until the 14th that the arrivals and clearances at Buffalo were regular. The steamboat General Scott, Captain John Shook, arrived at Cleveland March 6, the first boat of the season. The first arrival the season previous at Cleveland was the steamer Commerce, April 20. Lake Huron and St. Clair River were clear of ice March 1. The schooner Freedom was the first arrival at Port Huron from Lake Huron March 8 with a cargo of shingles from the lake shore. The sloop Broad Horn took her departure for Detroit on the same date. The first boat through the Straits of Mackinac was the steamer Missouri April 9, although the straits were well hampered by ice thereabouts.

The steamer Bunker Hill left Cleveland for Chicago March 18, commanded by Captain C. C. Stanard. On nearing Mackinac she found the ice so formidable as to compel her to return to Detroit, leaving the propeller Samson surrounded by ice about three miles from Mackinac.

Captain J. Mc. Lundy assumed command of the steamer Constellation this season and Capt. F. S. Miller the steamer Chautauqua, Capt. Ira Davis steamer Fairport and Capt. C. C. Roby the steamer Indiana. Captain G. W. Floyd, late of the propeller Hercules was succeeped by Captain F. S. Wheeler, Captain F. assuming command of the St. Louis, a new boat built at Perrysburgh for the Hollisters.

The furniture of the steamers New York, Charles Townsend, and Monroe was sold at auction in Buffalo, and the boats were retired from service. The North America was also dismantled and condemned. Captain Stephen Clement assumed command of the propeller Independence at Buffalo.

The owners of the steamboats formed a combination at Buffalo; a few, however, were kept out of the association. The cabin fare from Buffalo to Cleveland was fixed at $5, to Detroit $7, and to Chicago $14. Steerage to Detroit $3 and to Chicago $7. The price of freight was considered low upon the lakes. From Lake Erie ports to Buffalo wheat at 4@5c, flour 16@18c, pork 25@28c per barrel; wheat to Oswego, via Welland Canal at 8½c; from the upper lakes to Buffalo, wheat 11@12½c per bushel, flour 35@37½c per barrel, according to circumstances.

The first sad casualty of the season was the loss of the schooner Wave, on Lake Michigan, with thirteen lives, followed about the same time with the foundering of the Victor and loss of eight lives on that lake.

The Erie canal opened April 18. The schooner Independence, the first vessel from Oswego, sailed for Port Hope, Canada, March 15, with a load of plaster. The schooner Native arrived there on the 18th with a cargo of lumber for Isaacs & Co.

Three vessels were simultaneously wrecked near St. Joseph, Lake Michigan, during a severe gale, the schooner Jefferson, Captain Dougall; Ocean, Captain Davis, and brig Rosa, Captain Whiting. The two former had cargoes of stone, the latter no cargo. During this storm the wreck of the ill-fated schooner Wave drifted ashore at Racine, and three bodies were recovered.

A party from Buffalo, in search of sunken wrecks in Lake Erie, discovered the whereabout of the schooner Young Lyon, laden with railroad iron, off Walnut Creek, also the steamer Erie, six miles off Silver Creek, but were unsuccessful in raising them.

Early in the season of 1844 there was a brisk demand for vessels wanted in the lumber trade on the upper lakes. Chicago, Racine, and other leading points were improving so fast and the demand for building material was so great that good prices were offered for vessels to trade between Green Bay, Kalamazoo, etc., to the above points. Several craft were chartered, while not a few old craft were transferred to that region.

Captain William Scovill received the appointment of lighthouse keeper at the mouth of the Kalamazoo River.

The steamer Transit commenced plying between Toronto and American ports February 29, the ice having entirely disappeared from Lake Ontario. The first arrival of sail vessels from the lower lakes at Chicago this season was the schooners E. G. Merick, Oneida, St. Lawrence, Windham, Havana, N. C. Baldwin, and brig O. Richmond, which reached there April 10 simultaneously. The Windham cleared soon afterward for Buffalo with 10,000 bushels of wheat, went ashore near by with considerable water, but was released with cargo damaged.

## LAKE CARRIERS' ASSOCIATION.

*Special Correspondence of the Marine Record.*

BUFFALO, August 13.

At the meeting of the Lake Carriers' Association, held at Buffalo to-day, there were added to the board of managers Messrs. Alva Bradley and Mark Hanna, of Cleveland; Eber Ward, of Detroit; James Davidson, of Bay City; Ira Owen, C. F. A. Spencer, W. M. Egan, and C. W. Elphicke, of Chicago; David Vance, of Milwaukee, and D. A. Christy, of Duluth. If, as is hoped, all these accept, the full board of twenty-one managers will be constituted as follows:

Washington Bullard, general manager U. S. Co., Buffalo.
S. D. Caldwell, general manager W. T. Co., Buffalo.
W. P. Henry, superintendent L. & T. Co., Buffalo.
Frank Perew, Buffalo.
David Donaldson, Buffalo.
James Ash, Buffalo.
Frank T. Firth, president Anchor Line, Erie.
Thomas Wilson, manager Willson's Line, Cleveland.
Alva Bradley, Cleveland.
Mark Hanna, Cleveland.
A. W. Colton, manager Wabash Lake Line, Toledo.
Eber Ward, manager Ward's Line, Detroit.
James Millen, manager Detroit Transportation Co., Detroit.
James Davidson, Bay City.
Ira Owen, manager Esc. & L. M. T. Co., Chicago.
C. F. A. Spencer, secretary L. M. & L. S. T. Co., Chicago.
W. M. Egan, Chicago.
C. W. Elphicke, Chicago.
R. P. Fitzgerald, Milwaukee.
David Vance, Milwaukee.
D. A. Christy, agent L. S. T. Co., Duluth.

The committee appointed to endeavor to reduce the grain shoveling charges at Buffalo, reported that they had declined to accept as satisfactory the offer of the Western Elevating Company to reduce their charges 50c per thousand during August, and had written them another letter renewing their original request, to which, as yet, no answer had been received. The committee were instructed to push the matter to a definite result.

A letter was read from E. T. Evans, western manager Anchor Line, suggesting that the association secure from some first rate attorney in Canada a legal opinion on the rights, under Canadian laws, of American tugs working to relieve an American vessel stranded in Canadian waters. This subject was laid over until the next meeting, as was also the question of what action the association should take toward recommending to the government certain improvements in the St. Mary's River and the Ship Canal.

Meetings of the board of managers will be held every Thursday, until further notice, at the committee rooms, of the Merchants' Exchange, Buffalo.

## CANADIAN REBELLION OF '37.

*To the Editor of the Marine Record:*

CLEVELAND, August 17.

Having read with interest the brief mention you made in your "History of Lake Navigation," of the Canadian rebellion of 1837, and the inconvenience it occasioned to our shipping in passage through the Welland canal, I desire to bring out a few points of those early days on the lakes and their results. The object of the rebellion was the separation of the Canadas from Great Britain, and their erection into an independent nation. The leader in Upper Canada was William Lyon McKenzie, a political agitator and journalist of brilliant ability; the insurrection in Lower Canada was directed by an influential French landowner, named Joseph Papineau. The movement excited more sympathy on this side than the late Riel rebellion did and disaffected Canadians were called "patriots" by their American friends, though stigmatized as "rebels" by the Canadian authorities. So wide-spread and active was the American sympathy along the border that President Van Buren had to issue admonitory proclamations, besides sending General Scott to the frontier to preserve order. In the North the insurrection was generally known as the "patriot war." Cleveland became one of the centres of rebel sympathy.

Vessels hailing from American ports were subject to detention on all pretexts, when the English authorities were enabled to board them. One vessel would be detained because it had no swallow tail in its streamer, which in those days was an especial matter of pride to captains, the streamers sailing from the masthead to the deck, and the occasion was rare when a schooner without all her bunting flying was seen under way. I regret to say this patriotic pride of the masters of American vessels of to-day is not prominent: their flags are not seen except at half mast in honor of the death of some noted vessel man or prominent national official.

The fall of 1837 the schooner Herald, of Gosfield, Canada, was frozen in at the head of Lake Erie, and was abandoned by her master, Captain McCormick, and his crew, after which a heavy west wind drove her down off Fairport, O. A reward being offered in the papers for her safe return to Malden by her owner, John Malotte, three sailor boys, living on the headlands, one mile west of Fairport, named Godfrey Green, Jerry Green, and Ben Blanchard, took possession for the purpose of saving the vessel and cargo, and securing the reward. They conveyed provisions to the boat in a hand sled across the ice. The Herald was laden with cedar posts and limestone, and about 50 barrels of apples, which were stored under the cabin floor. About the 10th of February their provisions gave out, and Ben Blanchard and Jerry Green started at daylight to get a fresh supply. Each one took a cedar stick for a paddle, the ice being pretty tender and the wind south. They had to paddle across some cracks on cakes of ice. After traveling all day they came to the last crack, which was about two miles wide and the wind fresh from the southwest, so they made a lee behind an ice bank, and each watched in turn while the other slept, till morning, wishing for a north wind to blow the ice together so they could get ashore. About 11 p. m., while Jerry Green was on watch, he heard a strange electric sound, and, somewhat excited, he called Blanchard to see what it was. As soon as Blanchard got on his feet he discovered that Jerry's cap was apparently on fire with an atmospheric light, which sailors call fire balls. The light left Jerry's cap and went on to Ben's, he being the tallest. Those lights always chose the main truck when there is not enough for all the topmast trucks; yet I have seen them on the topsail yard while reefing the topsail on the schooner Ottawa, with Captain John Webster, in 1848. Blanchard said to Jerry that is a sign of a north wind, and sure enough it came, and by daylight the ice had come together, but there was too much slush ice for the boys to cross, so they were compelled to remain in their uncomfortable berth until they were sighted from shore. D. H. Green, who commenced sailing on the lakes in 1827, on the schooner Macedonia, and James McAdams, who were on the lookout, saw them in the morning, and got them ashore in a skiff, where they got a supply of provisions, shipped another man, and returned to the vessel.

On the 3d of March they got her out of the ice, wind southwest and weather warm, and on the 4th they sailed into Fairport in good shape. Captain McCormick came to Fairport and took charge and sailed for Malden, where the vessel was going with her cargo of cedar and limestone. The apples had all disappeared. When they arrived in Malden Captain McCormick left the vessel, and Godfrey Green was appointed captain of the schooner Herald by her owner, John Malotte.

John Molotte had command of a company of volunteers, it being the winter of the rebellion in Canada, and the town was full of soldiers. The man-of-war, Jessie Woods, was lying at anchor in the stream at the Queen's dock, and the crew of the Herald could not go on shore at night without the countersign. One night the sentries had orders not to give the crew the countersign, so Ben Blanchard crawled up behind the sentry box of a soldier by the name of Bill Scratch, and grabbed him just as he turned to walk away from the box, and made him give the countersign. He did so after much reluctance, but said, "If you d—d Yankees tell on me I will be put in the guard house for a week." J.

The handsome steam yacht Magna, of Detroit, manned by a party of Saginaw boys passed up into Lake Superior on Wednesday. The party returned yesterday and took a company on a pleasure trip down the river. They were a jolly set of fellows, and they painted the town red the night they stopped here.—*Chippewa News.*

Justice Stanley Matthews, of the United States Supreme Court, made a ruling at Cincinnati recently of great importance upon the navigation of Western rivers. It was an affirmation of a ruling made by Judge Sage, of the District Court, a few days ago, in the case of Arnold Bros. against the Bengal Tiger. In this case Judge Sage rules that creditors against a river steamer whose claims were not over six months old had a preference over creditors having claims that had run longer than six months. Judge Matthews said the lake and ocean rules were not applicable to Western rivers, and that this was a just rule.